

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TREBCO SPECIALTY PRODUCTS INC.,

Plaintiff,

-against-

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

ORDER

21 Civ. 9238 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

Proceeding by order to show cause, Plaintiff Trebco Specialty Products Inc. seeks a preliminary injunction against the Defendants identified in Amended Schedule A to the Complaint (Dkt. No. 26), except Defendant Pat's Monograms. (See Dkt. No. 41) The Defendants against whom Plaintiff seeks a preliminary injunction will be referred to as the "Remaining Defendants." The Remaining Defendants use the domain names and the online marketplace accounts listed in Amended Schedule A to the Complaint and Schedule A to the Preliminary Injunction Order (attached hereto). Plaintiff alleges that the Remaining Defendants operate one or more commercial, interactive Internet stores through which New York residents can purchase counterfeit Wubbanub products infringing on Plaintiff's copyrights, which are covered by U.S. Copyright Office Registration Nos. VA0002161098, VA0002161101, VA0002161102, VA0002161097, VA0002162075, VA0002161100, VA0002161099, and VA0002161092 (the "Wubbanub Copyrights").

The Court has reviewed the papers submitted in support of Plaintiff's application

for a preliminary injunction. The Court concludes that it has personal jurisdiction over all of the Remaining Defendants because they directly target their business toward consumers in the United States, including in New York, and have each consummated a sale with a New York consumer. (Tom Decl., Ex. 2 (Dkt. Nos. 27, 27-1 - 27-62))

The Court further finds that Plaintiff has offered evidence satisfying each of the necessary elements for issuance of a preliminary injunctive against the Remaining Defendants: Plaintiff has shown a likelihood of success on the merits; that no remedy at law exists; and that it will suffer irreparable harm in the absence of an injunction. In this regard, this Court finds that:

1. Through the Declarations of Michael Yellin, Carla Schneider, and Christopher Tom and accompanying evidence, Plaintiff has shown a prima facie case of copyright infringement because the Remaining Defendants have copied Plaintiff's copyrights for the Wubbanub products without Plaintiff's consent;

2. The Remaining Defendants' continued and unauthorized use of the Wubbanub Copyrights irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales;

3. Monetary damages will not address such damage and, therefore, Plaintiff does not have an adequate remedy at law; and

4. The public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by the Remaining Defendants' actions.

The Court therefore determines that a preliminary injunction is warranted under Federal Rule of Civil Procedure 65.

NOW THEREFORE, on this twenty-first day of April, 2022, this Court ORDERS that:

1. The Remaining Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:

a. using the Wubbanub Copyrights or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not authorized by Plaintiff to be sold in connection with the Wubbanub Copyrights;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Wubbanub product or any other product produced by Plaintiff that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Wubbanub Copyrights;

c. committing any acts calculated to cause consumers to believe that the Remaining Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

d. further infringing the Wubbanub Copyrights and damaging Plaintiff's goodwill;

e. otherwise competing unfairly with Plaintiff in any manner;

f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the Wubbanub Copyrights and/or any reproductions, counterfeit copies, or colorable imitations thereof;

g. using, linking to, transferring, selling, exercising control over, or

otherwise owning the Online Marketplace Accounts, the Remaining Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which the Remaining Defendants could continue to sell counterfeit products bearing, using, or infringing on the Wubbanub Copyrights; and

h. operating and/or hosting websites at the Remaining Defendant Domain Names and any other domain names registered or operated by the Remaining Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Wubbanub Copyrights and/or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine Wubbanub product or not authorized by Plaintiff to be sold in connection with the Wubbanub Copyrights.

2. Each of the Remaining Defendants, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate, (c) their financial accounts, including all Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, Lakala Payments, OFX, PayEco, Sellers Funding, Currenxie, Stripe, Chime, and eBay accounts, and (d) the steps taken by each Remaining Defendant to comply with paragraph 1, a through h, above.

3. The domain name registries for the Remaining Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Remaining Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those in privity with the Remaining Defendants and with actual notice of this

Order, including any online marketplaces such as Amazon, Wish, DHGate, AliExpress, eBay, and Wanelo, social media platforms such as Facebook, YouTube, LinkedIn, and Twitter, internet search engines such as Google, Bing, and Yahoo, web hosts for the Remaining Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

a. disable and cease providing services for any accounts through which the Remaining Defendants engage in the sale of counterfeit and infringing goods using the Wubbanub Copyrights, including any accounts associated with the Remaining Defendants;

b. disable and cease displaying any advertisements used by or associated with the Remaining Defendants in connection with the sale of counterfeit and infringing goods using the Wubbanub Copyrights; and

c. take all steps necessary to prevent links to the Remaining Defendant Domain Names from displaying in search results, including but not limited to, removing links to the Remaining Defendant Domain Names from any search index.

5. The Remaining Defendants and any third party with actual notice of this Order who is providing services for any of the Remaining Defendants, or in connection with any of the Remaining Defendants' websites at the Remaining Defendant Domain Names or other websites operated by the Remaining Defendants, including, without limitation, any online marketplace platforms such as Amazon, Wish, DHGate, AliExpress, eBay, Wanelo, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, Lakala Payments, OFX, PayEco, Sellers Funding, Currenxie, Stripe, Chime, and eBay, third party processors and

other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. the identities and locations of the Remaining Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. the nature of the Remaining Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Remaining Defendant Domain Names, and the Remaining Defendants’ financial accounts, as well as providing a full accounting of the Remaining Defendants’ sales and listing history related to their respective Online Marketplace Accounts and the Remaining Defendant Domain Names;
- c. the Remaining Defendants’ websites and/or any Online Marketplace Accounts;
- d. the Remaining Defendant Domain Names or any domain name registered by Remaining Defendants; and
- e. any financial accounts owned or controlled by the Remaining Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, Lakala Payments, OFX, PayEco, Sellers Funding, Currenxie, Stripe,

Chime, and eBay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. The Remaining Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of the Remaining Defendants' assets until further order of this Court.¹

7. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Remaining Defendants until further order of this Court.

8. Amazon, Wish, DHGate, AliExpress, eBay, and Wanelo shall, within five (5) business days of receipt of this Order, for any Remaining Defendant or any of the Remaining Defendants' Online Marketplace Accounts or websites:

a. locate all accounts and funds connected to and related to the Remaining Defendants, the Remaining Defendants' Online Marketplace Accounts, or the Remaining Defendants' websites, including, but not limited to, any Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, Lakala Payments, OFX, PayEco, Sellers Funding, Currenxie, Stripe, Chime, and eBay accounts connected to and related to the information listed in the attached Schedule A to this Order; and

b. restrain and enjoin any such accounts or funds from transferring or disposing of any money, or other of the Remaining Defendants' assets, until further order of this

¹ Per its agreement with Plaintiff (Dkt. No. 57), Remaining Defendant Jinchannel Import & Export Co., Ltd., doing business as JOIESTore ("JOIESTore"), will post a \$25,000 security deposit with the Clerk of Court. Once JOIESTore makes its full security deposit with the Court, the asset restraint provisions set forth in paragraphs 6, 7, 8(b), and 9(b) herein shall not apply to JOIESTore.

Court.

9. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Remaining Defendant or any of the Remaining Defendants' Online Marketplace Accounts or websites, shall within five (5) business days of receipt of this Order:

a. locate all accounts and funds connected to the Remaining Defendants, the Remaining Defendants' Online Marketplace Accounts or the Remaining Defendants' websites, including, but not limited to, any accounts connected to the information listed in the attached Schedule A to this Order; and

b. restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of the Remaining Defendants' assets until further ordered by this Court.

10. Plaintiff may provide notice of these proceedings to the Remaining Defendants by delivering, via e-mail, (1) PDF copies of this Order and other relevant documents or (2) a link to a website where PDF copies of this Order and other relevant documents can be downloaded. Such alternative service by electronic means shall constitute notice reasonably calculated to apprise the Remaining Defendants of the pendency of this action and afford them the opportunity to present their objections. Such alternative service by electronic means shall be made within five days of this Order.

11. All Remaining Defendants in this action having been served (Dkt. No. 33), the Clerk of Court is directed to unseal Amended Schedule A to the Complaint (Dkt. No. 26) and Exhibit 2 to the Declaration of Carla Schneider. (Dkt. Nos. 27, 27-1 – 27-62)

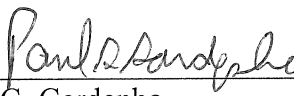
12. Any Remaining Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this

Court.

13. The five-thousand-dollar (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: New York, New York
April 21, 2022

SO ORDERED.



Paul G. Gardephe
United States District Judge

Schedule A to the Preliminary Injunction Order

Defendant	Defendant Online Marketplace
Aaya Baby Store	https://www.aliexpress.com/store/5479094
AliExpress Shop4654005 Store	https://www.aliexpress.com/store/4654005
Angelbaby Go Store	https://www.aliexpress.com/store/3257097
Baby & Mother's Store	https://www.aliexpress.com/store/3997008
Be Better Baby Store	https://www.aliexpress.com/store/4038042
brightii Store	https://www.aliexpress.com/store/4464033
himommy Store	https://www.aliexpress.com/store/1110399
Honeykids Store	https://www.aliexpress.com/store/4694104
In the warm spring Store	https://www.aliexpress.com/store/3191079
LovelyChild Store	https://www.aliexpress.com/store/3209066
Mami's love	https://www.aliexpress.com/store/1911356
pudcoco Official Store	https://www.aliexpress.com/store/2956029
QYQ Pregnant Baby Store	https://www.aliexpress.com/store/910355148
Valley of the Winds maternal infant toy Store	https://www.aliexpress.com/store/5253001
Warm Kitty Baby Store	https://www.aliexpress.com/store/5139075
Amazon EU (Wangscanis)	https://www.amazon.es/s?me=A13P6277X44WWB&marketplaceID=A1RKKUPIHCS9HS
Angloria	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A32WSYID5P4KTR&sshPath=
Bcent / guangdongbeixunzhinengkejiyouxiangongsi-do	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A3N8BS6ZL2NJML&sshPath=
Get2trade	https://www.amazon.es/s?me=A17DQPY8SCUMZU&marketplaceID=A1RKKUPIHCS9HS
GUYHK/ shanxiqianbohaoyuezhinengkejiyouxiangongsi	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A6XC3OHHHIP5W&sshPath=
Joiel EU	https://www.amazon.co.uk/s?me=AMHRK4KFBSJ64&marketplaceID=A1F83G8C2ARO7P
JOIESTore / Jinchannel import & export Co.,Ltd	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1QH4K99W04MKK&sshPath=
OZYILIAN Storefront / Dongguanshi binhe clothing co.,LTD	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A24CM8SKLMS3II&sshPath=

Symbizon	https://www.amazon.co.uk/s?me=A21VE1BDONVZHT&marketplaceID=A1F83G8C2ARO7P
weimoli	https://www.amazon.it/s?me=A26VM90MCWK7E6&marketplaceID=APJ6JRA9NG5V4
66jenscrafts	https://www.ebay.com/usr/66jenscrafts
bestpricenews	https://www.ebay.com/usr/bestpricenews
buishandbag	https://www.ebay.com/usr/buishandbag
buyersatisfaction2018	https://www.ebay.com/usr/buyersatisfaction2018
danawijetunge	https://www.ebay.com/usr/danawijetunge
faitolagi	https://www.ebay.com/usr/faitolagi
firstclassshop	https://www.ebay.com/usr/firstclassshop
haphood	https://www.ebay.com/usr/haphood
honeymarketplace	https://www.ebay.com/usr/honeymarketplace
jewelleri	https://www.ebay.com/usr/jewelleri
kaziuk9	https://www.ebay.com/usr/kaziuk9
kennystandard	https://www.ebay.com/usr/kennystandard
kum_store	https://www.ebay.com/usr/kum_store
linsh0p	https://www.ebay.com/usr/linsh0p
motorsdeals_sfc	https://www.ebay.com/usr/motorsdeals_sfc
nm-online-store	https://www.ebay.com/usr/nm-online-store
paska2016	https://www.ebay.com/usr/paska2016
shafernand-27	https://www.ebay.com/usr/shafernand-27
sportsloving	https://www.ebay.com/usr/sportsloving
Thamesmall	https://www.ebay.com/usr/thamesmall
tree gree store	https://www.ebay.com/usr/tree gree store
tristco.service	https://www.ebay.com/usr/tristco.service
wixmart	https://www.ebay.com/usr/wixmart
yan8858	https://www.ebay.com/usr/yan8858
The Exceptional Store	https://wanelo.co/exceptionalstore1
BIWERR	https://www.wish.com/merchant/59cc5a662aa5ea2ae71a453d
Ewrwangeng	https://www.wish.com/merchant/5aeeaf971c25000a04fbebca
Kusrusa	https://www.wish.com/merchant/5fd78a8a60df0903c3cdfb04
Micoda	https://www.wish.com/merchant/5d4e2c327edfad10190a65ef
mr789dt	https://www.wish.com/merchant/5f420d0229e7860816058776
pankangcong	https://www.wish.com/merchant/5d58b31127367813ba177e6f
stevvex global	https://www.wish.com/merchant/5e81d14893fb00a634ca79a2
STVTCT009	https://www.wish.com/merchant/5d5a420cae9d6067db1e506e

suyalingdong	https://www.wish.com/merchant/5e8ad9082be411dbe22df713
ULTFIQ	https://www.wish.com/merchant/5d5a5cc32736783eb5177e51
Zhangyusheng97970	https://www.wish.com/merchant/5ab50ac867d25c0d449e3bb1
zi-2707270	https://www.wish.com/merchant/5dca75e00fd18700803dc83d